## UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA

CASE NO. 23-60720-CIV-SINGHAL/VALLE

DYLAN EDWARDS, on behalf of himself and all others similarly situated,

Plaintiff(s),

٧.

EL CAMINO FORT LAUDERDALE, LLC,

Defendant.

## **ORDER**

THIS CAUSE is before the Court upon the Joint Motion for Review and Court Approval of Settlement Agreement and Request for Order of Dismissal with Prejudice ("Joint Motion") (DE [50]). The Court has reviewed the Joint Motion, the Confidential Settlement Agreement and Mutual General Release ("Settlement Agreement"), filed under seal at (DE [52]), and is otherwise fully advised in the premises.

The Court cannot determine whether the terms of the settlement reflect a reasonable compromise of disputed issues, are fair and reasonable, and meet the standard set forth in *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350 (11th Cir. 1982). The Settlement Agreement does not detail attorney billing records, makes no reference to the lodestar method, and similarly fails to explain why attorneys' fees and costs exceed 40% of the total Settlement Payment. Accordingly, it is hereby

## **ORDERED** and **ADJUDGED** as follows:

1. The Joint Motion (DE [50]) is **DENIED WITHOUT PREJUDICE**.

2. The Parties are permitted to refile the Motion to address the Court's concerns on or before **January 10, 2024.** 

**DONE AND ORDERED** in Chambers, Fort Lauderdale, Florida, this 19th day of December 2023.

RAAG SINGHAL

UNITED STATES DISTRICT JUDGE

Copies furnished counsel via CM/ECF